

1. The State Board of Registration for the Healing Arts (“the Board”) is an agency of the State of Missouri created and established pursuant to § 334.120, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.
2. Taiyong Chung, M.D., (Respondent) is licensed by the Board as a physician and surgeon, license number R8924. Respondent’s license is current.
3. On or about July 24, 2002, Respondent entered into a Settlement Agreement (“Agreement”) with the Board which permanently restricted Respondent’s license.
4. The restriction of Respondent’s license prohibits him from performing general surgery.
5. On or about August 30, 2002, a letter was received by the Board from Respondent requesting that the Board clarify the restriction currently on Respondent’s


license. Respondent stated in his letter that the Board's restriction was preventing him from performing minor surgical procedures.

6. On October 19, 2002, at the meeting of the Board, Respondent's request for clarification of the restriction on his license was reviewed.

DECISION

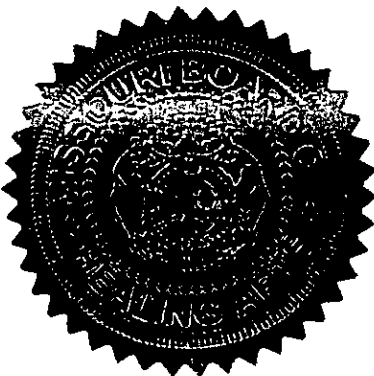
Pursuant to the request of Respondent, effective the date of this Amendment, Respondent will be permitted to perform office-based minor surgical procedures, using local anesthesia, limited to the incision and drainage of skin lesions, removal of skin and superficial subcutaneous lesions, sebaceous cysts, lipomas and mole procedures. The primary restriction from performing general surgery will remain on Respondent's license and all other provisions of the Agreement of July 24, 2002, shall remain in full force and effect.

Entered this 3 day of December, 2002.



Tina Steinman
Executive Director

State Board of Registration
for the Healing Arts



SETTLEMENT AGREEMENT BETWEEN THE
BOARD OF REGISTRATION FOR THE HEALING ARTS
AND TAIYONG CHUNG

Taiyong Chung, M.D., ("Licensee") and the State Board of Registration for the Healing Arts ("the Board") enter into this Agreement for the purpose of resolving the question of whether Dr. Chung's license as a physician and surgeon will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to §621.045, RSMo 2000.

1. Licensee acknowledges that he understands the various rights and privileges afforded by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witness appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee; and subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that he may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for discipline of Licensee's license.

3. Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter.

4. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including any claims pursuant to §536.087, RSMo 2000, or any claim arising under 42 U.S.C. 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case or this Agreement, or from the negotiation or execution of this Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Agreement in that it survives in perpetuity even in the event that any court of law deems this Agreement, or any portion thereof, void or unenforceable.

5. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

6. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620, and 621, RSMo, as amended.

I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

JOINT FINDINGS OF FACT

1. The State Board of Registration for the Healing Arts is an entity created under § 334.120, RSMo 2000, for the purpose of enforcing the provisions of Chapter 334, RSMo, by registering, licensing, and supervising all physicians and surgeons.

2. Taiyong Chung, M.D. ("Licensee") is licensed by the Board as a physician and surgeon, License No. R8924. Licensee's Missouri license was at all times relevant herein, and is now, current and active.

3. On or about February 1, 1999, a 65-year-old female patient ("B.S.") with a known hiatal hernia and history of arthritis, jaundice and diabetes presented to Dr. Plunkett, her family physician, with complaints of abdominal cramps.

4. On or about February 23, 1999, diagnostic tests of B.S.'s gallbladder revealed cholelithiasis. Dr. Plunkett referred B.S. to Licensee for further treatment.

5. On or about March 5, 1999, B.S. presented to Licensee with gallbladder problems. Licensee made a pre-operative diagnosis of cholelithiasis with recurrent cholecystitis. Based on this diagnosis, Licensee scheduled B.S. for cholecystectomy surgery on March 9, 1999.

6. On or about March 9, 1999, the day B.S. was scheduled for cholecystectomy surgery, she developed acute jaundice, acholic stools and dark urine and was admitted to Lucy Lee Hospital. An abdominal sonogram showed cholelithiasis and findings compatible with cholecystitis. There was presence of a stone within the neck of the gallbladder proximal common bile duct, associated with mild intrahepatic bile duct

dilatation, which could be complete or partial. A hepatobiliary scan revealed no evidence of common bile duct obstruction.

7. On or about March 10, 1999, a CT scan of the abdomen showed intrahepatic duct dilation, which Licensee associated with cholelithiasis or cholecystitis. Licensee suspected a partial obstruction of the proximal common bile duct that was probably related to a gallstone or inflammation.

8. On or about March 10, 1999, Licensee felt there was cholelithiasis with recurrent cholecystitis and jaundice related to incomplete common bile duct obstruction. He discussed watching her progress, and if the jaundice did not improve, she would need an open cholectectomy with common bile duct exploration. If the jaundice cleared, she might be able to have laparoscopic cholectectomy with operative cholangiogram. Lab tests were compatible with obstructive jaundice.

9. B.S. improved and was discharged from the hospital on or about March 12, 1999. Surgery was scheduled for March 18, 1999.

10. On or about March 18, 1999, B.S. was readmitted for planned surgery. The liver enzymes and jaundice had improved. Since B.S. was known to have a history of IVP dye allergy, Licensee planned not to perform cholangiogram, but a laparoscopic cholectectomy instead.

11. On or about March 18, 1999, Licensee attempted to perform a laparoscopic cholecystectomy and subsequently converted this procedure to an open cholectectomy. The operative report details the findings of a thick and retracted gallbladder, with difficult dissection, and considerable bleeding. Difficulty removing the gallbladder is documented. Licensee partially amputated the gallbladder, leaving a stump. Licensee did not check the stump for further stones.

12. On or about March 21, 1999, B.S. was discharged from the hospital doing satisfactorily.

13. On or about March 29, 1999, B.S. presented to Licensee for suture removal. She was released from Licensee's care on April 19, 1999 to her family physician.

14. Thereafter, B.S.'s family physician telephoned Licensee and informed him that B.S. had developed jaundice again. Licensee recommended sending her to a gastroenterologist for ERCP to remove possible stones in the common bile duct.

15. Another physician subsequently determined that the stump portion of the gallbladder which Licensee did not remove, contained more stones, which resulted in a second surgery by another physician.

16. Licensee's partial amputation of the gallbladder was harmful and dangerous to the physical health of B.S.

17. Licensee's partial amputation of the gallbladder constitutes incompetency and gross negligence in the performance of the function and duties of a physician.

18. Cause exists for Petitioner to take disciplinary action against Licensee's Missouri license in accordance with section 334.100.2(4), (5) and (25), RSMo 2000.

JOINT PROPOSED CONCLUSIONS OF LAW

1. Based on the foregoing, Licensee's license is subject to disciplinary action pursuant to § 334.100.2(4), (5) and (25), RSMo 2000, which provides:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his certificate of registration or authority, permit or license for any one or any combination of the following causes:

(4) Misconduct, fraud, misrepresentation, dishonesty, unethical conduct or unprofessional conduct in the performance of the functions or duties of any profession licensed or regulated by this chapter. . . . ;

(5) Any conduct or practice which is or might be harmful or dangerous to the mental or physical health of a patient or the public; or incompetency, gross negligence or repeated negligence in the performance of the functions or duties of any profession licensed or regulated by this chapter.
...

.....

(25) Being unable to practice as a physician and surgeon or with a specialty with reasonable skill and safety to patients by reasons of medical or osteopathic incompetency, or because of illness, drunkenness, excessive use of drugs, narcotics, chemicals, or as a result of any mental or physical condition.

.....

2. Licensee's conduct falls within the intendments of § 334.100.2(4), (5) and (25), RSMo 2000.

II.

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board of Registration for the Healing Arts in this matter under the authority of Section 621.110, RSMo 2000. This Agreement will be effective immediately on the date entered and finalized by the Board.

A. Effective the date the Board enters into the Agreement:

3. The license to practice the healing arts, number R8924, issued to Licensee is hereby permanently limited commencing on the effective date of this Agreement. Pursuant to the limitation, Licensee is prohibited from performing general surgery.

GENERAL REQUIREMENTS

4. Licensee shall comply with all provisions of Chapters 334 and 195, RSMo; all the regulations of the Board; all applicable federal and state drug laws, rules, and regulations; and all federal and state laws. State here includes all states and territories of the United States.

5. Licensee shall keep the Board informed of Licensee's current work and home telephone numbers and addresses. Licensee shall notify the Board in writing within ten (10) days of any change in this information.

6. Licensee shall timely renew his license and timely pay all fees required for licensing and comply with all other Board requirements necessary to maintain Licensee's license in a current and active state.

7. Licensee shall accept and comply with unannounced visits from the Board's representatives to monitor his compliance with the terms and conditions of this disciplinary Agreement.

8. Licensee shall appear in person for interviews with the Board or its designee upon request.

9. Licensee shall notify, in writing, the medical licensing authorities of the jurisdiction in which he is residing or practicing, by no later than the day before the beginning of the disciplinary period, of Licensee's disciplinary status in Missouri. Licensee shall forward a copy of this written notice to the Board contemporaneously with sending it to the relevant licensing authority. In the event Licensee should leave Missouri to reside or practice medicine outside the state, Licensee shall notify the Board in writing of the dates of departure and return no later than ten (10) days before Licensee's departure. Furthermore, Licensee shall, no later than ten (10) days after the

commencement of any residence or practice outside this state, notify in writing the medical licensing authorities in the jurisdiction in which Licensee is residing or practicing of Licensee's disciplinary status in Missouri.

10. Licensee shall notify, within fifteen (15) days of the effective date of this Agreement, all hospitals, nursing homes, out-patient centers, surgical centers, clinics, and all other facilities where Licensee practices or has privileges of Licensee's disciplinary status. Notification shall be in writing and Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative.

11. For purposes of this Agreement, unless otherwise specified in this Agreement, all reports, documentation, evaluations, notices, or other materials required to be submitted to the Board in this Agreement shall be forwarded to the State Board of Registration for the Healing Arts, Attention: Investigations, P.O. Box 4, Jefferson City, Missouri 65102.

12. In the event the State Board of Registration for the Healing Arts determines that Licensee has violated any term or condition of this Agreement, the Board may in its discretion, vacate this Agreement and impose such further discipline as the Board shall deem appropriate.

13. This Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo, by Licensee not specifically mentioned in this document.

B. No additional order shall be entered by this Board pursuant to the preceding paragraph of this Agreement without notice and an opportunity for hearing before this Board as a contested case in accordance with the provisions of Chapter 536, RSMo. If

any alleged violation of this Agreement occurs, the parties agree that the Board may choose to conduct a hearing before it as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. Licensee agrees and stipulates that the Board has continuing jurisdiction to hold a hearing to determine if a violation of this Agreement has occurred.

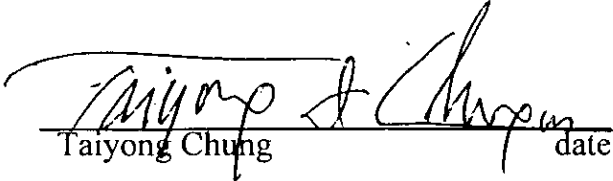
C. If the Board determines that the Licensee has violated a term or condition of the disciplinary period which violation would also be actionable in a proceeding before the Administrative Hearing Commission or in the circuit court, the Board may elect to pursue any lawful remedies afforded it and is not bound by this Agreement in its election of remedies concerning that violation.


D. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

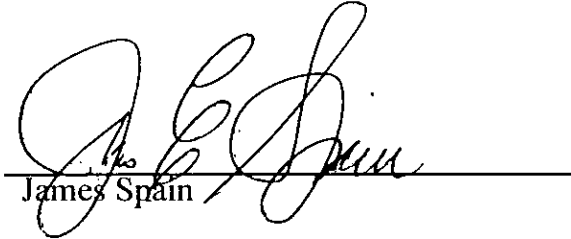
F. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

LICENSEE

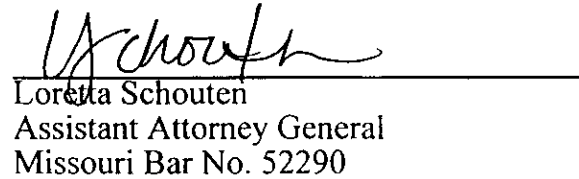
BOARD


Taiyong Chung date


Tina Steinman date
Executive Director


James Spain

JEREMIAH W. (JAY) NIXON
Attorney General


Loreta Schouten
Assistant Attorney General
Missouri Bar No. 52290

Broadway State Office Building
Post Office Box 899
Jefferson City, MO 65102
(573) 751-4087

Attorney for Licensee

Attorneys for Board

EFFECTIVE THIS 24 DAY OF July, 2002.